

**Minutes of Meeting
BOARD FOR CONTRACTORS
INFORMAL FACT-FINDING CONFERENCES
July 1, 2003 (9:00 a.m.)**

The Board for Contractors convened in Richmond, Virginia, for the purpose of holding Informal Fact-Finding Conferences pursuant to the Administrative Process Act.

Anthony R. Orange, Board member, presided. No other Board members were present.

Jennifer Kazzie appeared for the Department of Professional and Occupational Regulation.

The conferences were recorded by Inge Snead & Associates, LTD. and the Summaries or Consent Orders are attached unless no decision was made.

Disc=Disciplinary Case
C=Complainant/Claimant
Lic=Licensing Application
A=Applicant
RF=Recovery Fund Claim
R=Respondent/Regulant
Trades=Tradesmen Application
W=Witness
Atty = Attorney

Participant
s

1. Steven Rufus Williams
None
t/a Williams Hauling
File Number 2003-00136 (Disc)
2. Renee Rogers
None
t/a Rogers Asphalt Paving and Sealing
File Number 2003-00566 (Disc)
3. Michael Schwendeman
None
t/a Schwendeman Siding
File Number 2003-00540 (Disc)
4. Kenneth Crandall
Kenneth & Ann Crandall – R

t/a Crandall Enterprises
Gloria Means - W
File Number 2002-00596 (Disc)
Renee Zaal - C

5. Vincent P. Davis
t/a Designs by Davis
Ron Morris - C
File Number 2003-00444 (Disc)

6. David G. Moore Jr.
t/a Moore's Home Improvement Contractors
James Wagoner - C
File Number 2003-00544 (Disc)

7. Countryside Developers Ltd.
Paul Comanduras - R
File Number 2001-02388 (Disc)
Brian Lohr - C

8. Joseph Clotzman
Clotzman - R
File Number 2002-02731 (Disc)
Ben Butler - R Atty

Michael Clotzman - W

9. Little General Construction
Anthony Windland - R
File Number 2003-00246 (Disc)
Steven Powell - W
Walter Cheatle - W

John Jenkins II - W

Patrick Donovan - C

10. Robert Barnett
Frederick & Cheryl Holtz - C
t/a R B Handyman Services
File Number 2003-00026 (Disc)

11. William B. Godfrey
Patricia Jolly - C

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: STEVEN RUFUS WILLIAMS, T/A WILLIAMS HAULING
LICENSE NUMBER 2705-057470**

FILE NUMBER: 2003-00136

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Steven Rufus Williams, t/a Williams Hauling on May 28, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Steven R. Williams, t/a Williams Hauling, did not appear in person or by any other qualified representative.

Summation of Facts

1. On or about March 2, 2002 and March 19, 2002, Sherrie Pucel (Pucel) and Faye Minor (Minor) received several proposals from Williams Hauling Inc. (Williams), to perform the necessary work to set up the delivery of a manufactured home, including but not limited to digging and pouring the footing, installing the foundation, the septic system, and the driveway, and clearing the land of trees, stumps and brush at 11621 Mapsico Road, Charles City, Virginia.
2. On or about March 10, 2002, Pucel and Minor entered into a contract with Williams Hauling, Inc., in the amount of \$4,757.20, to dig footing for the foundation for a house 64'x33'4", pour footing along with forming footing, and install foundation and piers (4) concrete block high at Route 638 Mapisco Road, Charles City, Virginia.
3. Between February 17, 2002, and April 29, 2002, Williams received approximately \$14,334.40, for work performed at 1116 Mapisco Road, Charles City, Virginia.

4. The contract used by Williams in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (f) disclosure of cancellation rights and (h) contractor's license number, expiration date, class of license/certificate, and classification or specialty services.

5. The proposals and contracts used by Williams reflected the name Williams Hauling Inc.

On October 16, 2002, the licensing records of the Board for Contractors revealed Steven Rufus Williams, t/a Williams Hauling was issued Class C contractor's license number 2705057470, as a sole proprietorship, on August 29, 2000, with the landscape service contracting (LSC) specialty and highway/heavy contractor (H/H) classification.

6. On or about August 12, 2002, in a response to an allegation letter, Williams admitted to installing a septic system at Pucel and Minor's residence.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)

Failure by Williams of practicing out of a class of license for which the contractor is not licensed is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(27). Therefore, I recommend a monetary penalty of \$1,500.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)

Failure by Williams of practicing a specialty service for which he is not licensed is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(27). Therefore, I recommend a monetary penalty of \$1,500.00 be imposed.

Count 3: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Failure by Williams to use a contract containing the minimum provisions is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(9)(f)(h). Therefore, I recommend a monetary penalty of \$1,000.00 be imposed. In addition, I recommend Williams successfully complete the Board's Basic Contracting Licensing Class (remedial education) within six months of the entry.

of the order. If Williams successfully completes the Basic Contractor Licensing Class within the six month time period, I recommend the Board waive the imposition of the \$1,000.00 monetary penalty.

Count 4: 28 VAC 50-22-230(A) (Effective September 1, 2001)

Failure by Williams to operate under the name in which his license is issued is in violation of the Board's 2001 Regulation 18 VAC 50-22-230(A), therefore, I recommend a monetary penalty of \$2,500.00 be imposed.

Due to the volume of licensed contractors in the State of Virginia, I feel it is imperative that contractors licensed under a specific name or title, use that name or title exclusively in their business transactions.

By:

Anthony Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER.

FAILURE TO PAY THE TOTAL MONETARY PENALTY
ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF
ENTRY OF SAID FINAL ORDER WILL RESULT IN THE
AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-
057470 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: RENEE ROGERS, T/A ROGERS ASPHALT PAVING
AND SEALING
LICENSE NUMBER 2705-068173**

FILE NUMBER: 2003-00566

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Renee Rogers, t/a Rogers Asphalt Paving and Sealing on May 28, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Renee Rogers, t/a Rogers Asphalt Paving and Sealing, did not appear in person or by any other qualified representative.

Summation of Facts

1. On or about April 4, 2002, Trung Bui (Bui) entered into a contract with Rogers Asphalt & Seal Coating (Rogers), in the amount of \$2,000.00, for installation of an asphalt driveway at Bui's residence at 7618 Lady Blair Lane, Richmond, Virginia.
2. The driveway was installed on April 4, 2002, and Bui paid Rogers \$2,000.00 by personal check.

3. Three weeks after the driveway was installed, grass started growing through the driveway. Bui provided pictures of the driveway taken in June of 2002. Rogers returned to the job site to make repairs, however, Bui was not happy with the method of repairs and the parties went to Court on June 13, 2002, in Chesterfield County.

4. On March 28, 2002, Renee Rogers ("Rogers"), t/a Rogers Asphalt Paving and Sealing, was issued Class C Contractor's license number 2705068173. Rogers was the Responsible Management for Rogers Asphalt Paving and Sealing.

5. On or about June 13, 2002, in the County of Chesterfield General District Court, Civil Division, Bui was awarded a \$2,000.00 judgment against Renee Rogers, t/a Rogers Asphalt Seal Coating. As of October 20, 2002, Rogers failed to satisfy the judgment.

6. In an effort to obtain a response from Rogers regarding non-payment of the judgment, and being convicted of operating without a Chesterfield County Business License, the Board's Agent, Investigator Janet Creamer, left telephone messages for Rogers, however, none were returned.

7. In a letter dated October 20, 2002, from Rogers, she stated she attempted to correct Bui's concerns, however, Bui would not allow Rogers back on the property. Rogers provided pictures of the driveway.

8. On or about July 26, 2002, Rogers was found guilty of operating a business without a current business license for calendar year 2002, a misdemeanor violation of Section 6-2 of the Chesterfield County Ordinance.

Rogers failed to notify the Board of the conviction within 30 days.

9. The contract used by Rogers failed to contain all the minimum provisions as required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when work is to begin and estimated completion date, (d) a "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time

frames for payment or performance, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's license number, license expiration date, class of license/certificate, and classification or specialty services, and (i) statement providing that any modification to the contract, which changed the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(A) (Effective September 1, 2001)

Failure by Rogers to operate in the name in which the license was issued is in violation of the Board's 2001 Regulation 18 VAC 50-22-230(A). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Failure by Rogers to use a contract containing the minimum requirements is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend a monetary penalty of \$1,000.00 be imposed.

The Board waives the imposition of the \$1,000.00 monetary penalty for Count 2 provided Rogers successfully completes remedial education by attending the Board's Basic Contracting License class and passing the examination. If Rogers fails to successfully complete remedial education within six months of the effective date of this order, then the monetary penalty will be automatically imposed.

Count 3: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001)

Failure by Rogers to satisfy a judgment issued by the General District Court, Civil Division, County of Chesterfield, is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(28). Therefore, I recommend a monetary penalty of \$1,000.00 and license revocation be imposed.

Count 4: 18 VAC 50-22-260(B)(22) (Effective September 1, 2001)

Rogers having been found guilty of a misdemeanor conviction is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(22). Therefore, I recommend a monetary penalty of \$500.00 be imposed.

Count 5: 18 VAC 50-22-260(B)(23) (Effective September 1, 2001)

Failure by Rogers to notify the Board in writing within 30 days, that the firm, a member of responsible management, its designated employee, or its qualified individual has been convicted of a misdemeanor is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(23). Therefore, I recommend a monetary penalty of \$500.00 be imposed.

By:

Anthony Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: MICHAEL E. SCHWENDEMAN, T/A SCHWENDEMAN
SIDING**

LICENSE NUMBER 2705-064721

FILE NUMBER: 2003-00540

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Michael E. Schwendeman, t/a Schwendeman Siding on May 28, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Michael E. Schwendeman, t/a Schwendeman Siding, did not appear in person or by any other qualified representative.

Summation of Facts

1. On or about June 5, 2002, Sean Doody (Doody) entered into a "proposal" contract with Michael E. Schwendeman, t/a Schwendeman Siding (Schwendeman), in the amount of \$3,200.00, to install siding at 2021 Teddington Drive, Richmond, Virginia.

On or about June 5, 2002, a second "proposal" contract was entered into in the amount of \$3,000.00 to install windows.

2. On or about June 5, 2002, Doody paid Schwendeman \$2,200.00 by check. On or about July 3, 2002, Doody paid Schwendeman another \$1,500.00 by check so that Schwendeman could order the needed materials.

3. On or about August 30, 2002, Investigator Becky C. Angelilli, the Board's Agent, made a written request to Schwendeman at the address of record of 4215 Butler Lane, Petersburg, Virginia 23803. The letter was returned by the Post Office stating "moved, left no address." On or about September 25, 2002, the Board's Agent received information from the Postmaster that Schwendeman had moved from the address of record and left no forwarding address.

4. On October 7, 2002, the Board's Agent called Schwendeman at 804-520-8072, and the answering machine stated that it was the home of Martin Schwendeman, and that Mike Schwendeman no longer resides there, and not to leave a message.

5. On November 7, 2002, the licensing records for the Board for Contractors revealed the license address of record for Schwedeman was 4215 Butler Lane, Petersburg, Virginia 23803. The records further revealed there was no change of address made by the Board.

6. As of November 8, 2002, Schwendeman failed to perform any of the contracted work and failed to return the \$3,700.00 received for work not performed.

7. The contract used by Schwendeman in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when the work is to begin and the estimated completion date, (d) a plain language exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's name, address, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Failure by Schwendeman to complete work contracted for and/or to comply with the terms of the contract is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed, along with revocation of Schwendeman's license.

Count 2: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Failure by Schwendeman to return funds, for which work is not performed, is in violation of the Board's 2001 Regulation 18 VAC-22-260(B)(16). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed, along with revocation of Schwendeman's license.

Count 3: 18 VAC 50-22-230(B) (Effective September 1, 2001)

Failure by Schwendeman to notify the Board within 30 days of a change of address is in violation of the Board's 2001 Regulation 18 VAC 50-22-230(B). Therefore, I recommend a monetary penalty of \$250.00 be imposed.

Count 4: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

(Two Counts)

Failure by Schwendeman to use contracts containing the minimum provisions required is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend a monetary penalty of \$500.00 be imposed for the First Count and \$500.00 be imposed for the Second Count, for a total of \$1,000.00.

The Board waives the imposition of the \$1,000.00 monetary penalty for Count 4 provided Schwendeman successfully completes remedial education by attending the Board's Basic Contracting License class and passing the examination. If Schwendeman fails to successfully complete remedial education within six months of the effective date of this order, then the monetary penalty will be automatically imposed.

By:

Anthony Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: KENNETH L. CRANDALL, T/A CRANDALL
ENTERPRISES**

LICENSE NUMBER 2705-058692

FILE NUMBER: 2002-00596

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Kenneth L. Crandall, t/a Crandall Enterprises on May 28, 2003. The following individuals participated at the conference: Kenneth L. Crandall, t/a Crandall Enterprises, Respondent; Ann Crandall, Spouse, Witness; Gloria W. Means, G M Enterprises, Witness; Rene J. Zaal, Complainant; Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Summation of Facts

1. On or about March 8, 2001, Renee J. Zaal (Zaal) entered into a construction contract with Kenneth L. Crandall (Crandall), t/a Crandall Enterprises, in the amount of \$205,245, for the construction of a house at 33411 Old Plank Road, Locust Grove, Virginia.
2. The contract used by Crandall in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsection (h) contractor's classification or specialty services.
3. On or about June 23, 2001, a certificate of occupancy was issued and Zaal moved into the house. On or about September 21, 2001, Zaal paid Crandall the final draw.
4. On or about August 10, 2001, Zaal sent Crandall a punch list of items to be completed or repaired. On or about September 27, 2001, Zaal sent Crandall a revised punch list. On or about October 11, 2001, Zaal sent Crandall another revised punch list.

-Install Culligan water softener system
-Clean basement floor

- Even out closet door in bedroom
- Replace great room ceiling fan remote control
- Fix noisy library ceiling fan
- Fix noise from heater motor
- Install dampers in air ducts
- Repair cuts in kitchen floor
- Repair fireplace where wall behind mantel and black slate pieces not flush
- Install insulation and drywall in ceiling of furnace room of basement

During the IFF, testimony was received that some of the items had been repaired or replaced in response to the punch list.

5. As of December 9, 2002, Crandall failed to correct or complete the items from the October 11, 2001, punch-list.

6. On or about September 27, 2001, Crandall notified Zaal that she owed additional funds for the following extra work done:

- Hook-up existing well to house (\$308)
- Tree cutting and removal (\$500)
- Spreading excess soil for foundation (\$1,167)
- Metal wrapping of basement windows (\$400)
- Installation of culvert pipe and gravel and street entry area (\$652)
- Gravel along driveway and house (\$384.37)
- Tow truck charge to pull housing units out of mud (\$400)

7. Crandall failed to obtain written change orders, signed by all parties, for these modifications to the original contract, which changed the cost, materials and work to be performed.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8)(h) (Effective May 1, 1999)

Failure by Crandall to make use of a legible written contract that contains all of the provisions specified in the regulation (the BLD Classification) is in violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(8)(h). Therefore, I recommend no monetary penalty be imposed. I do recommend that Crandall complete the Board's Basic Contracting Licensing Class (remedial education) with six months of the entry of the order.

Count 2: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Failure by Crandall to obtain written change orders, signed by all parties, is misconduct in the practice of contracting and is in violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed.

Count 3: 18 VAC 50-22-260(B)(6) Effective May 1, 1999)

Failure by Crandall to correct or complete punch list items is misconduct in the practice of contracting is in violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend a monetary penalty of \$1,500.00 be imposed.

By:

Anthony Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-058692 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: VINCENT P. DAVIS, T/A DESIGNS BY DAVIS
LICENSE NUMBER 2705-065629**

FILE NUMBER: 2003-00444

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Vincent P. Davis, t/a Designs By Davis on May 28, 2003. The following individuals participated at the conference: Ronald Morris, Complainant; Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

Vincent P. Davis, t/a Designs By Davis, did not appear in person or by any other qualified representative.

Summation of Facts

1. On or about May 6, 2002, Ron Morris (Morris) entered into a contract with Land Designs by Davis (Davis), in the amount of \$4,250.00, to construct a two level deck on the rear of his home at 3 Patriot Way, Stafford, Virginia.

2. A check of the licensing records of the Board for Contractors revealed Vincent P. Davis, t/a Designs by Davis, was issued a Class C Contractor's license on October 17, 2001.

Davis failed to operate in the name in which the license was issued.

3. Davis made several verbal changes to the original contract. The contract had a completion date of June 14, 2002. Davis verbally changed the completion date six times, and verbally reduced the amount of the contract to \$3,750.00.

On September 16, 2002, in a telephone conversation with Investigator Underwood, Davis denied reducing the contract price to \$3,750.00

4. Morris paid Davis a total of \$3,738.00.
5. The contract specified that Davis was to furnish materials and complete the deck by June 14, 2002. As of today's date, July 1, 2003, Davis failed to complete the work.
6. Davis failed to purchase and install 14 feet of top rail plate on the deck, 5 bundles of pickets on one end of the deck, and failed to purchase lumber and materials to install deck stairwells and stairs. Morris purchased the tools and materials and finished the deck.
7. Morris purchased \$466.84 in materials and completed the deck. As of today's date, July 1, 2003, Davis failed to return any monies paid to him for work not completed.
8. The contract used by Davis in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsection (h) contractor's license number, expiration date, class of license and classifications or specialty services.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(A) (Effective September 1, 2001)

Failure by Davis to operate in the name in which the license was issued is in violation of Board's 2001 Regulation 18 VAC 50-22-230(A). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed, along with revocation of Davis' license.

Count 2: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Failure by Davis to complete work contracted for is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend a monetary penalty of \$1,500.00 be imposed.

Count 3: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Failure by Davis to return monies paid to him for work not performed is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed, along with revocation of Davis' license.

Count 4: 18 VAC 50-22-260(B)(31) (Effective September 1, 2001)

Failure by Davis to use written change orders, signed by both consumer and the licensee, is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(31). Therefore, I recommend a monetary penalty of \$1,000.00 be imposed.

Count 5: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Failure by Davis to use a contract containing the minimum provisions is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(9)(h). Therefore, I recommend a monetary penalty of \$1,000.00 be imposed. In addition, I recommend Davis successfully complete the Board's Basic Contracting Licensing Class (remedial education) within six months of the entry of the order. If Davis successfully completes the Basic Contractor Licensing Class within the six months time period, I recommend the Board waive the imposition of the \$1,000.00 monetary penalty.

By:

Anthony Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-065629 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: DAVID G. MOORE, JR.,
T/A MOORE'S HOME IMPROVEMENT
CONTRACTORS
LICENSE NUMBER 2705-049195**

FILE NUMBER: 2003-00544

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to David G. Moore, Jr., t/a Moore's Home Improvement Contractors on May 28, 2003. The following individuals participated at the conference: James and Patsy Wagoner, Complainant; Jennifer Kazzie, Staff Member; and Anthony Orange, Presiding Board Member.

David G. Moore, Jr., t/a Moore's Home Improvement Contractors, did not appear in person or by any other qualified representative.

Summation of Facts

1. On or about April 19, 2002, James Wagoner (Wagoner) entered into a written contract with David G. Moore Jr., t/a

Regional Roofing (Moore), in the amount of \$8,700.00, to install a new roof at 251 Sheffield Road, Ridgeway, Virginia.

2. The contract specified to sheet house with ½ " plywood sheathing grade. The contract also noted 108 sheets of ½ " plywood.

Only 58 sheets of plywood were delivered to the project. Wagoner counted only 57 sheets installed on the roof.

In a letter dated June 10, 2002, Michael C. Bryant (Bryant), President of Blue Ridge Remodeling Heating and Air Conditioning, Inc., stated "to the best of our knowledge in this field that the number of sheets needed for the roof renovation should be no more than 60 sheets of plywood."

3. Moore failed to obtain a written change order, signed by all parties, for the change in the amount of materials used.

4. In a letter dated July 8, 2002, A. Clark Eden, Sr., Professional Engineer, stated that he inspected the roof and found that the flashing around the chimney was improperly installed due to no step flashing and no flashing or curb around the skylight.

5. Moore failed to complete the roof work in a workmanlike manner and to industry standards.

6. On or about September 5, 2002, Investigator Becky C. Angelilli, the Board's Agent, made a written request to Moore at the address of record, requesting a written response to the complaint filed with the Board. The letter was returned from the Postmaster "Return to Sender, Moved Left No Address."

7. On or about September 17, 2002, the Board's Agent received information from the Postmaster that Moore had moved and left no forwarding address.

8. On November 25, 2002, a check of the licensing records of the Board for Contractors revealed the license address of record for Moore was 51E Church Street, Room 112, Martinsville, Virginia 24112. The records further revealed there was no change of address made by the Board since the date of the contract.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(31) (Effective September 1, 2001)

Failure by Moore to obtain written change orders, which are signed by both the consumer and the licensee or his agent, is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Failure by Moore to properly install the flashing around the chimney and skylight is misconduct in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend a monetary penalty of \$2,500.00 be imposed, along with revocation of Moore's license.

Count 3: 18 VAC 50-22-230(B) (Effective September 1, 2001)

Failure by Moore to notify in writing within 30 days of a change of address is in violation of the Board's 2001 Regulation 18 VAC 50-22-230(B). Therefore, I recommend a monetary penalty of \$250.00 be imposed.

By:

Anthony Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-049195 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: COUNTRYSIDE DEVELOPERS, LTD.
LICENSE NUMBER 2701 039261**

FILE NUMBER: 2001-02388

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to an amended Notice of Informal Fact-Finding Conference sent by certified mail to Countryside Developers, Ltd. (Countryside) on June 12, 2003. The following individuals participated at the conference: Paul Comanduras, Respondent; Brian J. Lohr, Complainant; Jennifer Kazzie, Staff Member; and Anthony R. Orange, presiding Board Member.

Background

On or about April 13, 1999, Bryan J. and Suzanne P. Lohr (the Lohrs) entered into a contract with Countryside Developers Ltd.

(Countryside), in the amount of \$323,453.00, for the construction of a house at 19905 Greggsville Road, Purcellville, Virginia.

Summation of Facts

1. The contract used by Countryside in the transaction failed to contain the minimum provisions required by the Board's 1995, amended 1998, Regulation 18 VAC 50-22-260(B)(8), subsections, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, and (h) contractor's specialty service.
2. During the IFF, Comanduras provided his written response regarding the missing contract provisions. This documentation was entered into the Record as Countryside Exhibit 1.

3. The contract specified a 42" fireplace in the living room. Countryside installed a 48" fireplace without a written change order. Due to the increased size of the fireplace, the Lohrs paid an additional \$845.53 for the granite and marble surround.

4. On or about December 1999, the Lohrs paid Countryside in full, through a construction loan. On or about March 12, 2000, the Lohrs submitted to Countryside a list of items that were in need of repair and items they did not receive. The list included but was not limited to: repairing the gaps between the wall board and the baseboard throughout the first floor, repairing the ¼" gap between the floor and the door trim on either side of the door, repairing the drywall in several places, repairing the damaged weather stripping on most of the windows, and repairing the hole in the wall under the HVAC vent in the powder room. Countryside failed to complete the subject list of items.

5. In letters dated May 15, 2002 and June 26, 2002, Danny Cox (Cox), Chief Building Inspector with Loudoun County Department of Building and Development, stated the subject house was in violation of the following sections of the Virginia Uniform Statewide Building Code:

- Inadequate weather barrier around the windows, in the siding at the rear of the house, the soffit, the rear area off the deck, the J-Channel, the rear family room door entrance, the seal around the attic access, the window in the garage has a ¼" gap, the rear garage door is leaking, and the patio door is leaking, a violation of Cabo Section 703.1;
- Inadequate positive grade at the front of the house near the meter and under the deck, a violation of Cabo Section 401.3;
- Grade needs to be 6" below the wood on the window on the gable end of the house, a violation of Cabo Section 322.1;
- Front porch posts need a solid bearing to the footers, a violation of Cabo Section 401.2;
- Fresh air intake on the fireplace needs a screen barrier against insects, a violation of Cabo Section 1006.2;
- Broken engineered truss near the master bathroom, a violation of Cabo Section 802.11;
- PVC drainpipes in the basement are not supported every 4 feet, a violation of Cabo Section 3105.1;
- Secure pedestal sink in first floor bath, a violation of Cabo Section 3201.1;

- Remove non-pressure treated wood attached to the foundation near the corner of the garage, a violation of Cabo Section 322.1;
- Condensate drain in attic from air conditioning unit needs to drain to a conspicuous location, a violation of Cabo Section 703.1 and 2401.3.1;
- Deck and/or porch flooring boards not installed to manufacturer's specifications; boards are to be screwed down, a violation of Cabo Section 108.

6. Countryside failed to correct these code violations.

7. The contract indicated the business name of "Countryside Builders Ltd." at the top of the contract but Countryside Developers Ltd. in the text of the contract. Countryside Developers Ltd. failed to operate in the name in which the license was issued.

8. On January 13, 1999, the Lohrs entered into a Professional Services Agreement (Agreement) with "Countryside Builders Ltd." Paul Comanduras signed the Agreement as the President of Countryside Builders Ltd.

9. The licensing records of the Board for Contractors were reviewed on June 12, 2003 and revealed Countryside Developers Ltd. was issued Class A Contractor's license number 2701039261 on October 10, 1991. The records further revealed Paul Comanduras (Comanduras) as the Designated Employee and Qualified Individual of Countryside Developers Ltd. The license does not have a Responsible Manager.

10. The licensing records of the Board for Contractors were reviewed on June 12, 2003 and revealed Countryside Builders Ltd. is not a licensed contractor.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective March 31, 1995, amended July 15, 1998)

Countryside's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(8). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective March 31, 1995, amended July 15, 1998)

Countryside's failure to obtain written change orders, which are signed by both the consumer and the licensee is a violation of Board Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(6) (Effective March 31, 1995, amended July 15, 1998)

Countryside's failure to complete the list of items is a violation of Board Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Countryside's failure to correct the code violations is a violation of Board Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 5: 18 VAC 50-22-230(A) (Effective March 31, 1995, amended July 15, 1998)

Countryside's failure to operate under the name in which the license is issued is a violation of Board Regulation 18 VAC 50-22-230(A). I recommend a monetary penalty of \$2,500.00 be imposed for the violation of the regulation.

Due to the volume of licensed contractors in the State of Virginia, I feel it is imperative that contractors licensed under a specific name or title, use that name or title exclusively in their business transactions.

Count 6: 18 VAC 50-22-260(B)(14) (Effective March 31, 1995, amended July 15, 1998)

Countryside's actions in assisting an unlicensed/uncertified contractor to violate any provision of Chapter 1 or Chapter 11 of Title 54.1 of the Code of Virginia, or these regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(14). I recommend a monetary penalty of \$100.00 be imposed for the violation of the regulation.

By:

Member

Anthony R. Orange
Presiding IFF Board

Board for Contractors

Date: July 1, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2701-039261 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: JOSEPH M. CLOTZMAN
LICENSE NUMBER 2705 053710**

FILE NUMBER: 2002-02731

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Joseph M. Clotzman (Clotzman) on May 29, 2003. The following individuals participated at the conference: Joseph M. Clotzman, Respondent; Benjamin M. Butler, Esquire, Respondent's Attorney; Michael Clotzman, Witness; Jennifer Kazzie; Staff Member; and Anthony R. Orange, presiding Board Member.

Summation of Facts

1. On or about August 29, 2001, Jason T. Wolfe (Wolfe) entered into a contract with "Hunter Associates, LLC," for the construction of a new house at Lot 25, Shenandoah Farms, Front Royal, Virginia. Joseph M. Clotzman signed the contract on behalf of "Hunter Associates, LLC." Subsequently, on or about February 6, 2002, a Release of Contract of Purchase was prepared in the name: Hunter LLC Enterprises, for releasing this contract.

2. The licensing records of the Board for Contractors were reviewed on March 13, 2002, and revealed Joseph M. Clotzman, t/a Joseph M. Clotzman, (Clotzman) was issued Class A Contractor's license number 2705053710 on January 13, 2000.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(A) (Effective May 1, 1999)

Clotzman's failure to operate under the name in which the license is issued is a violation of Board Regulation 18 VAC 50-22-230(A). I recommend a monetary penalty of \$100.00 be imposed for the violation of the regulation.

By:

Anthony R. Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 053710 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA

**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: LITTLE GENERAL CONSTRUCTION
LICENSE NUMBER 2705 031050**

FILE NUMBER: 2003-00246

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation; pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Little General Construction (Little General) on May 28, 2003. The following individuals participated at the conference: Anthony Windland, Respondent; Steven Powell, Witness; Walter M. Cheattle, Witness; John Jenkins, II, Witness; Patrick Donovan, Complainant; Jennifer Kazzie, Staff Member; and Anthony R. Orange, presiding Board Member.

Background

On or about December 10, 2001, Patrick Donovan (Donovan) entered into a contract with Little General Construction (Little General), in the amount of \$29,617.00, to install all framing to completion of fascia board, tyvek on outside walls, tar paper on roof, all interior walls, interior doors, closets, to build all straight stairwells and necessary framing to complete drywall, to install all porches and necessary framing to complete brickwork and to install all windows and exterior doors at 17525 Kibler Drive, Culpeper, Virginia. Donovan paid Little General \$10,817.00 of the \$29,617.00 contract price by paying three (3) of the seven (7) draws. Donovan obtained the building permit.

Summation of Facts

1. Donovan was scheduled to pay Little General seven (7) draws based on a completion schedule in the contract. Little General completed part of the work, including framing of interior doors and walls on the first floor and part of the framing on the second floor. Little General did not complete installing Tyvek on exterior of home, setting trusses, setting exterior windows and doors, and installing all porches and necessary frame work for spiral stairwell in front foyer and building and installing stairwell in rear of home.

2. Little General failed to complete work contracted for per terms and conditions of the contract. Donovan paid Little General for work performed through the third draw of the contract.

3. Donavon paid another contractor \$1,320.00 to make remedial repairs to the work performed by Little General. In addition, the following work, already paid for by Donovan, was not completed or was completed incorrectly by Little General: 1) Tyvek not installed on first floor, 2) \$1,700.00 in wasted second deck flooring materials improperly installed by Little General, 3) windows not installed according to plans, 4) rear staircase not installed, and 5) front staircase not framed for spiral staircase.

4. On or about November 7, 2002, Robert P. Orr (Orr), Senior Building Inspector, Culpeper County Building Department, inspected the subject work and discovered the following code violations: 1) basement stairs have 4'6" headroom as the pass under first floor in violation of CABO 95-314.3, 2) secondary staircase not installed; did not leave enough room in stairwell in violation of CABO 95 314.1, 3) interior walls not plumb, exterior walls framed and sheathed out of plumb in violation of USBC 113.2, 4) filler blocks not installed between engineered floor joists around fireplace hearth as per manufactured specs and left joist hangers off, and 5) did not follow manufacturer's nailing schedule on 1st and 2nd floor system.

5. Culpeper County Building Department did not cite Little General for these violations. This inspection was performed at the request of the Department of Professional and Occupational Regulation.

6. The contract used by Little General in this transaction failed to contain the minimum requirements of the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when work is to begin and the estimated completion date; (d) a "plain language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance; (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning; (f) disclosure of the cancellation rights of the parties; (h) contractor's expiration date, class of license, and classifications or specialty services; and (i) statement providing that any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date must be in writing and signed by all parties.

7. During the IFF, Windland provided a copy of his current contract which he states now contains all provisions required by the regulation.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Little General's failure to complete work contracted for per terms and conditions of the contract is a violation of Board Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Little General's retention or misapplication of funds paid, for which work is either not performed or performed only in part is a violation of Board Regulation 18 VAC 50-22-260(B)(16). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Little General's misconduct in the practice of contracting due to the discovery of code violations by the Culpeper County Building Department is a violation of Board Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Little General's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation. The Board waives the imposition of the \$500 monetary penalty for Count 4 provided the Qualified Individual (Anthony Windland) successfully completes remedial education by attending the Board's Basic Contracting License class and passing the examination. If Windland fails to successfully complete remedial education within six months of the effective date of this order, then the monetary penalty will be automatically imposed.

By:

Anthony R. Orange

Member

Presiding IFF Board

Board for Contractors

Date: July 1, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 031050 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: ROBERT BARNETT
T/A R B HANDYMAN SERVICES
LICENSE NUMBER 2705 063346**

FILE NUMBER: 2003-00026

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Robert Barnett, t/a R B Handyman Services (Barnett) on May 28, 2003. The following individuals participated at the conference: Frederick and Cheryl

Holtz, Complainants; Jennifer Kazzie, Staff Member; and Anthony R. Orange, presiding Board Member. Neither Barnett, nor anyone on his behalf, appeared at the IFF.

Background

On or about May 4, 2002, Frederick and Cheryl Holtz (the Holtzs) entered into a written contract with Robert R. Barnett (Barnett), t/a R B Handyman Services, in the amount of \$13,325.00, to remove and dispose of a brick wall and porch, rebrick the wall and extension of the porch, complete installation of vinyl siding, install a soffit to include metal trim and vented soffit, and replace gable vents at 1325 Noble Street, Norfolk, Virginia.

On or about May 4, 2002, the Holtzs paid Barnett \$4,442.00, as a deposit.

Summation of Facts

1. The contract used by Barnett on or about May 4, 2002, reflected the address of 416 Lake Crest Drive, Chesapeake, Virginia 23323.
2. The licensing records of the Board for Contractors were reviewed on July 2, 2002 and revealed the license address of record for Barnett as 838 Old George Washington Highway, Suite O, Chesapeake, Virginia 23323. The licensing records further revealed a change of address from 416 Lake Crest Drive, Chesapeake, Virginia 23323 to the current address effective October 18, 2001.
3. On or about August 13, 2002, Investigator Shelby Smith-Hill, (the Board's Agent), received an address verification from the Deep Creek Station Postmaster for Robert R. Barnett or R B Handyman Services at 416 Lake Crest Drive, Chesapeake, Virginia 23323. The verification request indicated Barnett moved, left no forwarding address, and a new address for R B Handyman Services was 838 Old George Washington Highway, Chesapeake, Virginia 23323.
4. On or about August 20, 2002, the Board's Agent received an address verification from the Deep Creek Station Postmaster for Robert R. Barnett or R B Handyman Services at 838 Old George Washington Highway, Chesapeake, Virginia 23323. The verification request indicated a new address of 3148 Martin Johnson Road, Chesapeake, Virginia 23323.
5. On or about October 7, 2002, the Board's Agent went to 838 Old George Washington Highway, Chesapeake, Virginia 23323,

the address of record, and learned that Barnett was no longer at that address.

6. The licensing records of the Board for Contractors were reviewed on July 2, 2002 and revealed Robert R. Barnett (Barnett), t/a R B Handyman Services, was issued Class C Contractor's license number 2705063346 on June 26, 2001.

7. The contract used by Barnett in the transaction failed to contain the provisions required by the Board's 2001 Regulations 18 VAC 50-22-260(B)(9), subsections (a) when work is to begin and the estimated completion date; (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning; (f) disclosure of the cancellation rights of the parties; and (h) contractor's license number, expiration date, class of license, and classifications or specialty services.

8. On or about May 14, 2002, Barnett began performing work at 1325 Noble Street, Norfolk, Virginia.

9. On or about July 16, 2002, Vernell A. Woods Jr. (Woods), City of Norfolk, Virginia Code Official, told the Board's Agent that a permit was required for the work performed at 1325 Noble Street, Norfolk, Virginia. Barnett failed to obtain the necessary permit, prior to commencement of work, in violation of Section 107.0 of the Virginia Uniform Statewide Building Code.

10. On or about May 14, 2002, James Chapman (Chapman), an employee of Barnett, began demolition of the brick wall and porch. No one returned to the job site the next day (May 15, 2002) to continue work as promised. Barnett failed to finish the work contracted for, which included rebricking the wall and extension of the porch, installing vinyl siding, and installing soffit (including metal trim and vented soffits).

11. On or about May 15, 2002, Charles Hill from R B Handyman Services called the Holtzs and advised them that R B Handyman Services was filing for bankruptcy. On or about May 16, 2002, the Holtzs left messages for Barnett regarding an intent to honor the agreement. As of May 20, 2002, Barnett failed to contact the Holtzs. In a letter dated May 20, 2002, the Holtzs again requested Barnett to contact them by May 24, 2002, regarding whether he intends to honor the agreement or abandon the project. As of June 27, 2002, Barnett failed to contact the Holtzs or complete the work. The Holtzs hired another contractor to complete the work.

12. In a letter dated May 20, 2002, the Holtzs requested Barnett honor the contractual agreement or return the remainder of the

deposit of approximately \$3,534.66, less the labor for the work performed by Chapman. Barnett failed to respond to the Holtz's request and failed to refund them.

13. On or about July 10, 2002, the Board's Agent made a written request to Barnett, via first class U.S. Mail, at his address of record of 838 Old George Washington Highway, Suite O, Chesapeake, Virginia 23323 and the address indicated on the contract of 416 Lake Crest Drive, Chesapeake, Virginia 23323, requesting a written response and supporting documentation to the complaint filed with the Board. The Board's Agent requested the documentation be received by July 25, 2002. Barnett failed to respond to the Board's Agent's request. The letters were not returned to the Board's Agent.

14. On or about August 22, 2002, the Board's Agent made a written request to Barnett at 3148 Martin Johnson Road, Chesapeake, Virginia 23323, requesting a written response and supporting documentation to the complaint filed with the Board. The Board's Agent requested the documentation be received by September 3, 2002. Barnett failed to respond to the Board's Agent's request. This letter was not returned to the Board's Agent.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(B) (Effective September 1, 2001)

Barnett's failure to report a change of address, in writing, to the Board, within 30 days of the change, is a violation of Board Regulation 18 VAC 50-22-230(B). I recommend a monetary penalty of \$250.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(1), to wit: Section 54.1-1100 of the Code of Virginia (Effective September 1, 2001)

Barnett's actions of entering into a contract outside of his class of license is a failure in any material way to comply with Title 54.1-1100 of the Code of Virginia. I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Barnett's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation. The Board waives the imposition of the \$1,000.00 monetary penalty for Count 3 provided Barnett successfully completes remedial education by attending the Board's Basic Contracting License class and passing the examination. If Barnett fails to successfully complete remedial education within six months of the effective date of this order, then the monetary penalty will be automatically imposed.

Count 4: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Barnett's failure to obtain the necessary permit, prior to commencement of work, is a violation of Board Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

Count 5: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Barnett's failure to complete work contracted for is a violation of Board Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$2,500.00 and license revocation be imposed for the violation of the regulation.

Count 6: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Barnett's retention or misapplication of funds paid, for which work is either not performed or performed only in part is a violation of Board Regulation 18 VAC 50-22-260(B)(16). I recommend a monetary penalty of \$2,500.00 and license revocation be imposed for the violation of the regulation.

Count 7: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Barnett's failure to respond to an investigator seeking information in the investigation of a complaint filed with the board is a violation of Board Regulation 18 VAC 50-22-260(B)(13). I recommend a monetary penalty of \$2,500.00 and license revocation be imposed for the violation of the regulation.

By:

Anthony R. Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: WILLIAM B. GODFREY
T/A ALL AMERICAN WINDOW CO.
LICENSE NUMBER 2705 055510**

FILE NUMBER: 2003-00179

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to William B. Godfrey, t/a All American Window Co. (Godfrey) on May 29, 2003. The following individuals participated at the conference: Patricia Jolly, Complainant; Jennifer Kazzie, Staff Member; and Anthony R. Orange, presiding Board Member. Neither Godfrey, nor anyone on his behalf, appeared at the IFF.

Background

On or about November 29, 2001, Patricia Jolly (Jolly) entered into a contract with "All American Window Company of Virginia," in the amount of \$1,250.00, to install five white double hang replacement windows at 307 Shoreline Drive, Hampton, Virginia. The contract specified a standard lifetime warranty.

On or about November 29, 2001, Jolly paid William B. Godfrey (Godfrey), t/a All American Window Co., \$625.00 in cash as a deposit. On or about January 15, 2002, Jolly paid Godfrey the remaining \$625.00 by check.

Summation of Facts

1. The licensing records of the Board for Contractors on July 23, 2002, revealed William B. Godfrey, t/a All American Window Co., was issued Class C Contractor's license number 2705055510 as a sole proprietorship on April 5, 2000.
2. The contract used by Godfrey in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when work is to begin and the estimated completion date, (d) a "plain language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's name, address, license number, expiration date, class of license, and classification or specialty services, and (i) statement providing that any modifications to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
3. On or about January 15, 2002, representatives from Godfrey, names unknown, installed five replacement windows, however,

two of the windows were the wrong type, in that they were not white double hang replacement windows.

4. On or about May 19, 2002, a representative from Godfrey, name known, returned to install the remaining two replacement windows and found that one of the replacement windows was the wrong type, in that it was not a white double hang replacement window. The representative installed one replacement window and placed the old existing window back in the opening but left the outside wood exposed to the elements and left a gap along the side of the window, leaving none of the finishing work completed which included the trim work. The representative informed Jolly that it would take approximately two weeks for the correct replacement window to arrive.

5. Since the window was not placed in the window frame properly, the wall in the master bedroom was damaged from a hole in the wall from moisture.

6. Between May 19, 2002 and July 1, 2002, Jolly attempted to contact Godfrey, by telephone, in order to discuss the installation of the windows at 307 Shoreline Drive, Hampton, Virginia 23669, with negative results. Neither Godfrey nor his representative contacted Jolly.

7. On or about August 7, 2002, Investigator Shelby Smith-Hill, the Board's Agent, made written request to Godfrey, via first class U.S. Mail, at the address of record of 107 Pinewood Road, Virginia Beach, Virginia 23451; at the address on the complaint form dated July 14, 2002, of 329 River Forest Place, Virginia Beach, Virginia 23454; and at the address on the contract dated November 29, 2001, of P.O. Box 3363, Virginia Beach, Virginia 23454, requesting a written response and supporting documentation to the complaint filed with the Board. The Board's Agent requested the information be received by August 21, 2002.

8. The letter addressed to 107 Pinewood Road was not returned to the Board's Agent. On or about August 13, 2002, the letter addressed to P.O. Box 3363 was returned by the United States Postal Service marked "returned to sender, attempted unknown." On or about August 15, 2002, the letter addressed to 329 River Forest Place was returned by the United States Postal Service marked "returned to sender, authorized forwarding time expired."

9. Between August 7, 2002 and August 22, 2002, the Board's Agent attempted to contact Godfrey at (757) 498-0031, the number on the contract dated November 29, 2001, and left

messages on the answering service. As of October 4, 2002, the Board's Agent has not received a response from Godfrey.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(A) (Effective September 1, 2001)

Godfrey's failure to operate under the name in which the license is issued is a violation of Board Regulation 18 VAC 50-22-230(A). I recommend a monetary penalty of \$2,500.00 be imposed for the violation of the regulation.

Due to the volume of licensed contractors in the State of Virginia, I feel it is imperative that contractors licensed under a specific name or title, use that name or title exclusively in their business transactions.

Count 2: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Godfrey's failure to make use of a legible written contract that contains all provisions required by the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

The Board waives the imposition of the \$1,000.00 monetary penalty for Count 2 provided Godfrey successfully completes remedial education by attending the Board's Basic Contracting License class and passing the examination. If Godfrey fails to successfully complete remedial education within six months of the effective date of this order, then the monetary penalty will be automatically imposed.

Count 3: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Godfrey's actions of failing to place the window in the frame properly which resulted in moisture damage to the wall in the master bedroom is a violation of Board Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$1,500.00 and license revocation be imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Godfrey's intentional and unjustified failure to complete work contracted for is a violation of Board Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$1,500.00 and license revocation be imposed for the violation of the regulation.

Count 5: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Godfrey's failure to respond to an investigator seeking information in the investigation of a complaint filed with the board is a violation of Board Regulation 18 VAC 50-22-260(B)(13). I recommend a monetary penalty of \$2,500.00 and license revocation be imposed for the violation of the regulation.

By:

Anthony R. Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: WILLIAM B. GODFREY
T/A ALL AMERICAN WINDOW CO.
LICENSE NUMBER 2705 005551**

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to William B. Godfrey, t/a All American Window Co. (Godfrey) on May 29, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Anthony R. Orange, presiding Board Member. Neither Godfrey, nor anyone on his behalf, appeared at the IFF.

Background

On or about January 19, 2002, Michael D. Vick (Vick) entered into a contract with "All American Window Company of Virginia," in the amount of \$2,500.00, to install ten (10) white vinyl replacement windows at 318 24th Street #2, Seacourt Condo, Virginia Beach, Virginia.

The licensing records of the Board for Contractors on March 21, 2002, revealed William B. Godfrey (Godfrey), t/a All American Window Co., was issued Class C Contractor's license number 2705055510 on April 5, 2000.

Summation of Facts

1. The contract used by Godfrey in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when work is to begin and the estimated completion date, (d) a "plain language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's name, address, license number, expiration date, class of license, and classification or specialty services, and (i) statement providing that any modifications to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. The contract used by Godfrey in the transaction reflected the address P.O. Box 3363, Virginia Beach, Virginia 23454.

3. The licensing records of the Board for Contractors on March 21, 2002, revealed the license address of record as 329 River Forest Road, Virginia Beach, Virginia 23454. The records further revealed there was no change of address made by the Board.

4. On or about April 2, 2002, the London Bridge Station Postmaster verified that 2305 Estuary Court, Virginia Beach, Virginia 23451, was the correct mailing address for Godfrey.

5. On or about February 16, 2002, Godfrey began the window installation began.

6. Vick made numerous telephone calls and several attempts to contact Godfrey to discuss the installation of the windows at 318 24th Street #2, with no results.

7. Godfrey scheduled appointments with the installer, Payton J. Worthan (Worthan), for February 19, 2002, February 26, 2002, and March 3, 2002. Neither Godfrey nor Worthan showed up for these appointments or called to cancel and reschedule the appointment.

8. On or about April 12, 2002, two workers or representatives of Godfrey (full names unknown) returned to complete the work contracted for. The representatives received a telephone call and left. The representatives failed to return and complete the trimming, channel installation, wrapping and sealing of the windows.

9. Vick has not had any contact with Godfrey since January 19, 2002 or Godfrey's representatives since April 12, 2002.

10. On or about April 1, 2002, Investigator Shelby Smith-Hill, the Board's agent, made written request to Godfrey, via first class U.S. Mail, at the address of record of 329 River Forest Road, Virginia Beach, Virginia 23454, requesting a written response and supporting documentation to the complaint filed with the Board by Vick. The Board's agent requested the information be received by April 16, 2002. As of May 7, 2002, the Board's agent had not received a response. This letter was not returned to the Board's agent.

11. On or about April 1, 2002, the Board's agent made a written request to Godfrey, via first class U.S. Mail, at the address on the contract and the address on the complaint form of 329 River Forest Road, P.O. Box 3363, Virginia Beach, Virginia 23454, requesting a written response and supporting documentation to the complaint filed with the Board by Vick. The Board's agent

requested the information be received by April 16, 2002. As of May 7, 2002, the Board's agent had not received a response. The letter was returned by the United States Postal Service marked returned to sender, attempted not known.

12. On or about April 11, 2002, the Board's agent made a written request to Godfrey, via first class U.S. Mail, at the address of 107 Pinewood Road, Virginia Beach, Virginia 23451, requesting a written response and supporting documentation to the complaint filed with the Board by Vick. The Board's agent requested the information be received by April 23, 2002. As of May 7, 2002, the Board's agent had not received a response. The letter was not returned to the Board's agent.

13. On or about April 29, 2002, the Board's agent made a written request to Godfrey, via first class U.S. Mail, at the address indicated on the Address Certification Request Form completed by the London Bridge Station Postmaster, of 2305 Estuary Court, Virginia Beach, Virginia 23451, requesting a written response and supporting documentation to the complaint filed with the Board by Vick. The Board's agent requested the information be received by May 6, 2002. As of May 7, 2002, the Board's agent had not received a response. The letter was not returned to the Board's agent.

14. On or about April 11, 2002 and April 29, 2002, the Board's agent attempted to contact Godfrey at (757) 498-0031, the number on the contract.

15. On or about April 29, 2002, Jim Godfrey of All American Window Co. advised the Board's agent that his father, William Godfrey, was out of town. Jim Godfrey also told the Board's agent that the stripping part for the window at the Vick residence had been ordered and was expected to arrive this week. The Board's agent advised that a written response had not been received but should be received by May 6, 2002. The Board's agent gave Jim Godfrey the Enforcement Division fax number of (804) 367-2179. Jim Godfrey added that someone (unknown representative) had visited the Vick residence last week, specific date unknown, to check the problem area and that a response would be sent by May 6, 2002.

16. The Board's agent made several attempts to contact Godfrey by mailing allegation letters to the address of record, the address indicated on the contract, the address indicated on the complaint form, and via telephone, with negative results. As of May 7, 2002, the Board's agent had not received a response.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Godfrey's failure to make use of a legible written contract that contains all the provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$1,000.00 be imposed for the violation.

The Board waives the imposition of the \$1,000.00 monetary penalty for Count 1 provided Godfrey successfully completes remedial education by attending the Board's Basic Contracting License class and passing the examination. If Godfrey fails to successfully complete remedial education within six months of the effective date of this order, then the monetary penalty will be automatically imposed.

Count 2: 18 VAC 50-22-230(A) (Effective September 1, 2001)

Godfrey's failure to operate under the name in which the license is issued is a violation of Board Regulation 18 VAC 50-22-230(A). I recommend a monetary penalty of \$2,500.00 be imposed for the violation.

Due to the volume of licensed contractors in the State of Virginia, I feel it is imperative that contractors licensed under a specific name or title, use that name or title exclusively in their business transactions.

Count 3: 18 VAC 50-22-230(B) (Effective September 1, 2001)

Godfrey's failure to notify the Board, in writing, within 30 days of a change of address, is a violation of Board Regulation 18 VAC 50-22-230(B). I recommend a monetary penalty of \$250.00 be imposed for the violation.

Count 4: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Godfrey's intentional and unjustified failure to complete work contracted for is a violation of Board Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$1,500.00 and license revocation be imposed for the violation.

Count 5: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Godfrey's failure to respond to an investigator seeking information in the investigation of a complaint filed with the Board is a violation of Board Regulation 18 VAC 50-22-260(B)(13). I recommend a monetary penalty of \$2,500.00 and license revocation be imposed for the violation.

By:

Anthony R. Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL
REGULATION**

BOARD FOR CONTRACTORS

**RE: WILLIAM B. GODFREY
T/A ALL AMERICAN WINDOW CO.
LICENSE NUMBER 2705 055510**

FILE NUMBER: 2003-00534

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on July 1, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-

Finding Conference sent by certified mail to William B. Godfrey, t/a All American Window Co. (Godfrey) on May 30, 2003. The following individuals participated at the conference: Glenn and Linda Devol, Complainants; Jennifer Kazzie, Staff Member; and Anthony R. Orange, presiding Board Member. Neither Godfrey, nor anyone on his behalf, appeared at the IFF.

Background

On or about March 17, 2002, Glenn T. Devol (Devol) entered into a contract with "All American Window Co of Virginia," in the amount of \$3,348.00, to replace twelve windows at 15422 Rollingwood Drive, Carrollton, Virginia.

The licensing records of the Board for Contractors on January 2, 2003, revealed William B. Godfrey (Godfrey), t/a All American Window Co, was issued Class C Contractor's license number 2705055510 on April 5, 2000.

Summation of Facts

1. The contract used by Godfrey in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when the work is to begin and the estimated completion date, (d) a plain language exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's license number, class of license, and classifications or specialty services, and (i) a statement providing that any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.

2. On or about March 17, 2002, Devol paid Godfrey \$1,624.00 by check. On or about May 14, 2002, Devol paid Godfrey \$1,474.00 with the remainder of the contract price due upon completion of the work.

3. On or about May 14, 2002, Godfrey left the Devol residence and failed to return to complete the work. Devol telephoned Godfrey several times regarding completing the work. Several times Godfrey scheduled to come to complete the work but failed to return to the residence.

4. Work left to be completed includes, but may not be limited to, replacing a large picture window at the front of the house, completing installation of the remaining windows such as sealing and repairing problems, placing the shutters back on the house and failing to provide the lifetime warranty. As of December 9, 2002, Godfrey failed to complete the work.
5. On or about September 10, 2002, Renee H. Popielarz, the Board's agent, left a voicemail for Godfrey requesting information on the type of windows installed at the Devol residence and the manufacturer information.
6. On or about September 10, 2002, the Board's agent made a written request to Godfrey, via regular mail, at his address of record of 107 Pinewood Road, Virginia Beach, Virginia 23451, requesting a written response to the complaint filed by Devol as well as window manufacturer information. The Board's agent requested this information be received by September 25, 2002.
7. On October 3, 2002, Godfrey told the Board's agent during a telephone conversation that there are different types of windows in the Devol residence and that he did not have the manufacturer information available to him at that time. Godfrey indicated that he would send a response to the complaint. On or about October 8, 2002, the Board's agent left a voicemail for Godfrey reminding him to provide the manufacturer information. Godfrey was provided the Board agent's voicemail number, e-mail address and agency Enforcement fax number.
8. As of January 7, 2002, the Board's agent had not received a written response and the manufacturer information as requested. Godfrey failed to provide information to the Board's agent seeking information in the investigation of a complaint.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Godfrey's failure to make use of a legible written contract that contains all the provisions specified in the regulation is a violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$1,000.00 be imposed for the violation of the regulation.

The Board waives the imposition of the \$1,000.00 monetary penalty for Count 1 provided Godfrey successfully completes remedial education by attending the Board's Basic Contracting License class and passing the examination. If Godfrey fails to successfully complete remedial education within six months of the effective date of this order, then the monetary penalty will be automatically imposed.

Count 2: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Godfrey's intentional and unjustified failure to complete work contracted for is a violation of Board Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$2,500.00 and license revocation be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Godfrey's failure to respond to an investigator seeking information in the investigation of a complaint filed with the board is a violation of Board Regulation 18 VAC 50-22-260(B)(13). I recommend a monetary penalty of \$2,500.00 and license revocation be imposed for the violation of the regulation.

By:

Anthony R. Orange
Presiding IFF Board

Member

Board for Contractors

Date: July 1, 2003

t/a All American Window Co
File Number 2003-00179 (Disc)

12. William B. Godfrey
None
t/a All American Window Co.
File Number 2002-02871 (Disc)

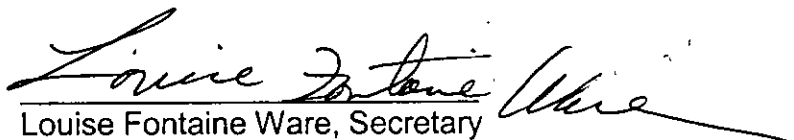
13. William B. Godfrey
Glenn & Linda Devol - C
t/a All American Window Co.
File Number 2003-00534 (Disc)

The meeting adjourned at 5:15 p.m.

BOARD FOR CONTRACTORS



Mark D. Kinser, Chairman



Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of Records

**STATE AND LOCAL GOVERNMENT
CONFLICT OF INTEREST ACT**

**TRANSACTIONAL DISCLOSURE STATEMENT
for Officers and Employees of State Government**

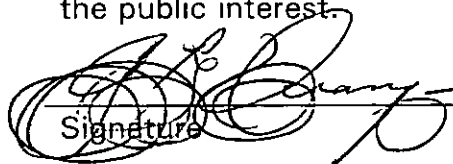
1. Name: Anthony R. Orange
 2. Title: Member
 3. Agency: Board for Contractors
 4. Transaction: Informal Fact-Finding Conferences on July 1, 2003
 5. Nature of Personal Interest Affected by Transaction: NONE
-

6. I declare that:

(a) I am a member of the following business, profession, occupation or group, the members of which are affected by the transaction:

I.B.E.W LOCAL UNION 666

(b) I am able to participate in this transaction fairly, objectively, and in the public interest.


Signature

Date

7-1-03